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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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	:	
In re:	:	Chapter 11
	:	
General Motors Corporation,	:	Case No. 09-50026 (REG)
	:	
Debtor.	:	
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**OBJECTION OF**

**VECTOR CANtech, INC. AND VECTOR INFORMATIK GmbH TO CURE AMOUNTS**

Vector CANtech, Inc. and Vector Informatik GmbH (collectively, “Supplier”), by its attorneys Miller, Canfield, Paddock and Stone, P.L.C., hereby objects to Debtor’s proposed Cure Amounts relating to Debtor’s assumption and assignment of certain executory contracts (the “Cure Objection”).

In support of its Cure Objection, Supplier states as follows:

**PRELIMINARY STATEMENT**

1. Supplier is in receipt of the June 5, 2009 Notice of (I) Debtor’s Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property, and (II) Cure Amounts Related Thereto (the “Notice”), in which Debtor states its intention to assume and assign to Vehicle Acquisition Holdings LLC (the “Purchaser”) certain executory contracts between Supplier and Debtor (the “Contracts”). A true and accurate copy of the

Notice is attached hereto as Exhibit A.

2. Supplier proposes negotiations with Debtor regarding the issues raised herein in a good faith effort to reach an accord.

### **ARGUMENT**

3. Debtor asserts, on its website <http://www.contractnotices.com> (the "Website"), a copy of which (as of June 11, 2009) is attached hereto as Exhibit B, that the total Cure Amounts for Supplier is \$17,457.44 (the "Proposed Cure Amounts").

4. Debtor's Proposed Cure Amounts do not accurately reflect all existing and potential defaults and are therefore insufficient.

5. Debtor's Proposed Cure Amounts would deprive Supplier of the full benefit of its bargain and would fail to restore the parties to pre-default conditions.

6. Furthermore, Debtor's Proposed Cure Amounts do not include potential defaults accruing after June 1, 2009; all amounts will be due no later than August 1, 2009 and thus Debtor may be in default prior to the closing on Debtor's sale of substantially all of Debtor's assets to Purchaser, which is likely to be completed well after they become due and owing ("Potential Pre-Sale Defaults").

7. Thus, the correct total of Cure Amounts required to cure all existing defaults and Potential Pre-Sale Defaults is \$105,057.34, which includes \$17,457.44 otherwise correctly set forth on the Website, as well as the following adjustments to the Cure Amounts (the "Adjustments"):

- (a) inclusion of \$88,816.90, representing Potential Pre-Sale Defaults and comprising U.S. Dollar amounts incorrectly excluded from the Website as owed to Supplier by Debtor for items shipped by Supplier to Debtor before June 1, 2009 pursuant to purchase orders issued by Debtor, the details of which are attached hereto as Part I of Exhibit C and supported by substantiating documentation included therewith; and

- (b) deduction of \$1,217.00, representing an amount owing from Supplier to Debtor in connection with an overpayment by Debtor to Supplier pursuant to a maintenance contract, the details of which are attached hereto as Part II of Exhibit C and supported by substantiating documentation included therewith.

8. Supplier reserves the right to submit additional amounts to be added to the amount stated above.

9. With appropriate language in a cure letter with Debtor to memorialize Debtor's and/or the Purchaser's commitment to pay the Correct Cure Amounts, Supplier anticipates that its objections based on the Adjustments will be resolved.

**RELIEF REQUESTED**

WHEREFORE, Supplier requests that the Court grant Supplier the relief as set forth in paragraph 8 of the Notice and such other relief as the Court deems just and proper.

Dated: June 12, 2009

MILLER CANFIELD PADDOCK AND STONE, P.L.C.

By /s/ Donald J. Hutchinson

Donald J. Hutchinson (MI P39545)

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**CERTIFICATE OF SERVICE**

Donald J. Hutchinson hereby certifies that, on the 12th day of June, 2009, he served a copy of the foregoing document, ***OBJECTION OF COUNSEL FOR VECTOR CANtech, INC. AND VECTOR INFORMATIK GmbH TO CURE AMOUNTS***, upon each of the persons listed on the attached Exhibit 1, by Federal Express Priority Overnight Mail so as to be received by each of the persons listed on the attached Exhibit 1 before 4:00 p.m., June 15, 2009.

Dated: June 12, 2009

By /s/ Donald J. Hutchinson

Donald J. Hutchinson (MI P39545)

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**EXHIBIT 1**

**SERVICE LIST**

The Honorable Robert E. Gerber  
Chambers  
United States Bankruptcy Court  
One Bowling Green  
New York, NY 10004-1408

General Motors Corporation  
Cadillac Building  
30009 Van Dyke Avenue  
Warren, MI 48090-9025

Attention: Warren Command Center  
Mailcode 480-206-114

Weil, Gotshal & Manges LLP  
Attention: Harvey R. Miller, Esq.  
Stephen Karotkin, Esq. and  
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United States Treasury  
Attention: Matthew Feldman, Esq.  
1500 Pennsylvania Avenue NW  
Room 2312  
Washington, DC 20220

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One World Financial Center  
New York, NY 10281

Vedder Price, P.C.  
Attention: Michael J. Edelman, Esq. and  
Michael L. Schein, Esq.  
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Diana G. Adams, Esq.  
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